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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII**

MARYANN SIVONGXAY,)	CASE NO.
	)	16-00415 DKW-KSC
Plaintiff,)	
vs.	)	PLAINTIFF’S
	)	SEPARATE AND CONCISE
MEDCAH, INC.,	)	STATEMENT OF FACTS
	)	IN SUPPORT OF ITS
Defendant.	)	MOTION FOR PARTIAL
	)	SUMMARY JUDGMENT AS
	)	TO VIOLATIONS 1 – 3 OF
	)	COUNT I OF PLAINTIFF’S
	)	AMENDED COMPLAINT;
	)	MEMORANDUM IN
	)	SUPPORT OF MOTION;
	)	EXHIBIT 1; AND
	)	CERTIFICATE OF SERVICE.
)	
	)	JUDGE: Derrick K. Watson
	)	TRIAL: December 4, 2017

**PLAINTIFF’S SEPARATE AND CONCISE STATEMENT OF FACTS IN
SUPPORT OF ITS MOTION FOR PARTIAL SUMMARY JUDGMENT
AS TO VIOLATIONS 1-3 OF COUNT I OF PLAINTIFF’S AMENDED
COMPLAINT**

No.	Undisputed Material Fact	Evidentiary Support
1	Defendant Medcah, Inc. (hereinafter “Defendant” and/or “Medcah”) is a “Debt Collector” as defined by the FDCPA.	Medcah’s Response to Requests to Admit
2	Defendant added interest to the accounts it was seeking from Plaintiff in a letter Plaintiff received on or around December 18, 2015.	Dkt. No. 21-1, p. 7

3	Despite no payments being made, Defendant reported that only the principal balances were owed Experian Report in January and/or February 2016. Balances that were lower than the amounts demanded on the same five accounts in Defendant's December 2015 letter.	Dkt. No. 28-2; Dkt. No. 28-3
4	On or about June 24, 2016 Plaintiff received a letter dated June 24, 2016 in which Defendant again increased the balance owed on the same five accounts.	Dkt. No. 28-4
5	All of the accounts were charged interest at 10% after being placed with the Defendant for collection.	Dkt. No. 45-1
6	All of the underlying agreements documenting Plaintiff's debts either do not state a fixed interest rate or state an interest rate greater than 10% per annum.	Dkt. No. 45-1
7	In its Motion for Summary Judgment Defendant admits that, at least in one case, the underlying agreement[s] "state an interest rate greater than 10% per annum."	Dkt. No. 44, p. 7
8	At least a portion of Plaintiff's debts did have an express written contract fixing a different rate of interest.	Freeman Depo pg 158 ln 20 -159 ln 3
9	Defendant does not remit the interest it collects to the original creditor.	Freeman Depo pg 79 ln 4 – pg 80 ln 2
10	If the debtor pays the original creditor the original balance, then Defendant writes off the interest it is allegedly owed.	Freeman Depo pg 78 ln 1-16

DATED: Honolulu, Hawaii, September 1, 2017.

/s/ Justin A. Brackett
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